

BANQUE PICTET & CIE SA

Route des Acacias 60
1211 Genève 73
Suisse
TÉL +41 (0)58 323 2323
FAX +41 (0)58 323 2324

www.pictet.com



By registered mail

Lehman Brothers Holdings Claims Processing
Center
c/o EPIQ BANKRUPTCY SOLUTIONS, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076
USA

Geneva, 19.06.2014

Our ref: 2197/DA

Re : Lehman Brothers Holding Inc., et al., Debtors
Chapter 11, Case No. 08.13555 (JMP) (Jointly Administered)
TRANSFER OF CLAIM

Dear Sirs,

Acting as authorised representatives of Banque Pictet & Cie SA, we are pleased to request the transfer of a portion of the claim number 55855 filled in the name of Bank Hapoalim (Switzerland) Ltd (Transferor) to Banque Pictet & Cie SA (Transferee).

In order to support our transfer request, please find enclosed herewith the following documents duly completed and signed by the Transferor and/or the Transferee:


- Form 210A duly signed by the Transferee;
- Evidence of Transfer of Claim duly signed by the Transferor;
- Schedule 1 to the Evidence of Transfer of Claim

We would be much appreciative if you could acknowledge receipt of the present request and confirm the transfer, either by email (daeschlimann@pictet.com), fax (+41583232050), telephone (+41583232197) or post mail to the attention of Mr. David Aeschlimann.

Should you need any further information, please do not hesitate to contact the above-named.

Yours sincerely,

BANQUE PICTET & CIE SA


Mélanie Pichonnaz


David Aeschlimann

EXPRESS 12:00
DHL EasyShip 5.3.12

TDT

FROM: Banque Pictet & Cie SA
Route des Acacias 60Origin:
GVA1211 GENEVE
SWITZERLANDTO: LEHMAN BROTHERS HOLDINGS CLAIMS PROCESSING CENTER
C/O EPIQ BANKRUPTCY SOLUTIONS, LLC
FOR STATION
PO BOX 5076

FILED / RECEIVED

10150-5076 NEW YORK, NEW YORK 10150-5076
UNITED STATES OF AMERICA

US-ZYP

Day Time
X12Account : 150437954
Shipment Ref :Shipment Weight : 0.50kg
: 2014-05-19Piece :
1/1

SERVICE ALERT

DHL
EXPRESS

12:00

TDT



EXPRESS 12:00

101505076 NEW YORK, United States

US-ZYP-TSS

Day Time

X12

Account No. 150437954
Ref code PI-1010Date: Pcs / Shpt Weight Piece
/ 0.50 KG 1/1Content
description

WAYBILL 74 0005 1956

(2L)US101505076+30002000

(J)J001 4554 7819 5002 9168

www.dhl.com

Form 210A (10/06)

United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al., Debtors,

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence, attached hereto, and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Banque Pictet & Cie SA

Name of Transferee

Bank Hapoalim (switzerland) Ltd

Name of Transferor

Name and Address where notices
to transferee should be sent:

Banque Pictet & Cie SA
Attn : David Aeschlimann
Route des Acacias 60
1211 Geneva 73

Phone: +41.58.323.2197

Last Four Digits of Acct #: EOC 93010

Court Claim # (if known): 55855

Date Claim Filed: October 16, 2009

Amount of Claim: _____

Portion of Claim Transferred (see
Schedule I): USD 100'000

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee
payments should be sent (if different
from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: BANQUE PICTET & CIE SA

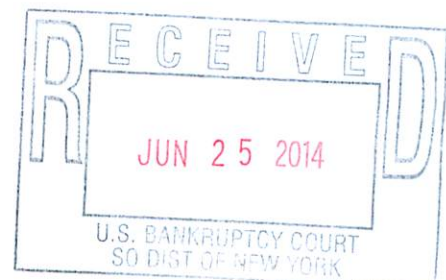
Transferee/Transferee's Agent

Date: June 19, 2014

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.


Melanie PICHONNAZ


David AESCHLIMANN



AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Bank Hapoalim (Switzerland) Ltd., Zürich, Switzerland** ("**Seller**"), acting on behalf of one or more of its customers (the "**Customer**"), hereby unconditionally and irrevocably sells, transfers and assigns to **Banque Pictet & Cie SA, Route des Acacias 60, 1211 Geneva 73** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **55855** filed by or on behalf of Seller (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller or its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's or Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller, Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller's Customer is the beneficial owner of the Purchased Securities relating to the Purchased Claim and specified in Schedule 1 attached hereto; (d) Seller or its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (e) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Partial Transfer of Claim; (f) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (g) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors. The Seller is not a party to, or bound by, a Plan Support Agreement (as such term is defined in the Second Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors dated as of June 30, 2011).

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) in the form attached as Exhibit A hereto, including this Agreement and Evidence of Partial Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of **Partial** Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.


5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method, or via another settlement method agreeable to both Purchaser and Seller), as Purchaser may designate in writing to Seller. This Agreement and Evidence of **Partial** Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of **Partial** Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below, unless otherwise required by the international treaties governing the service of process to the parties.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF **PARTIAL** TRANSFER OF CLAIM is executed this 16th day of June, 2014.

Seller
Bank Hapoalim (Switzerland) Ltd.

By: 
Name: Mr. M. Hechel
Title: Head of Tax

**Stockerstrasse 33
CH-8027 Zürich**

Purchaser
Banque Pictet & Cie SA

By: 
Name: 
Title: **Mélanie PICHONNAZ**

**Route des Acacias 60,
CH-1211 Geneva 73**


David AESCHLIMANN

Schedule I

Transferred Claims

Purchased Claim

USD100,000 of USD74,355,494 (the outstanding amount of the Proof of Claim as of October 16, 2009 together with interest and other recoveries due)

Blocking number: 6052965

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity
Lehman Program Securities	XS0351984827	Lehman Brothers Holding Inc, NY	Lehman Brothers Treasury, BV.	USD 100,000	n/a	18/03/2020

